

PALSUN® Polycarbonate Sheet UV Series of Products

Manufacturer's 10-Year Limited Warranty

(See separate warranties for Palsun Basic Series and Palsun Specialty Series of Polycarbonate Sheets)

This limited warranty must be completed by the dealer at the time of sale.

Customer Name:

Date of Sale:

Distributor Name:

Distributor PO#:

Definitions

"PALSUN® UV Series" of Solid flat Polycarbonate sheets (hereinafter "the Product") are hereby warranted by PALRAM Americas, Inc. (hereinafter "the Manufacturer"), subject to any other terms contained herein:

In the event the Manufacturer is duly notified of decrease or breakage after more than 3 (Three) years from the commencement date, and claim upon such decrease or breakage is properly made and approved, the Manufacturer will provide substitute product subject to the conditions detailed here under:

Scope of Warranty

Light Transmission – The Product (clear transparent only) shall not lose more than 6 % of its light-transmitting capability (hereinafter "decrease") for a period of 10 years from the commencement date, as defined below, as a direct and exclusive result of solar radiation impact (as measured pursuant to the procedures specified in ASTM D-1003-77).

The replacement price to be paid by the purchaser will be 10 % of the Manufacturer's effective price at the time of replacement, multiplied by the number of years from commencement date to replacement time, but not exceeding 90% of the Manufacturer's then effective price.

Color – The Product (clear transparent only) shall not display a change in yellowness of more than 10 units delta (hereinafter "decrease") for a period of 10 years from the commencement date as a direct and exclusive result of the impact of solar radiation (as measure pursuant to the procedures specified in ASTM D1925-77).

The manufacturer at its exclusive option may refund the difference between the effective price and the replacement price as above, instead of providing substitute product.

Breakage – The Product shall not break due to loss of impact strength as a direct and exclusive result of weathering and/or, shall not break as a direct and exclusive result of the impact of hail, measuring up to 25mm (1") diameter, attaining a velocity of up to 20 m/s (44.7mph) (Loss of above capability shall be hereinafter referred to as "breakage").

The Manufacturer's liability does not include any costs of removal and installation of sheets.

Excessive loss of impact strength will be determined by test according to ISO 6603/1-1985(E) and/or ASTM D-5628-95 method F, to be applied on a sample of the broken sheet. This warranty applies only if the sample will be brittle broken in this test into separate pieces (shatter).

Jurisdiction – This limited warranty shall be governed by and shall be construed according to the laws of the State of Pennsylvania, USA. Any claim or dispute related to the product and/or this warranty shall be exclusively brought before the appropriate court in the State of Pennsylvania, USA. Which shall have the exclusive jurisdiction in any such claim or dispute.

NOTES – In the case of TF (Thermo-Forming) application this warranty shall apply only if using special PALSUN UV series polycarbonate with higher UV protection layer thickness.

THIS LIMITED WARRANTY SHALL BE THE MANUFACTURERS SOLE WARRANTY APPLICABLE TO THE PRODUCT. ANY OTHER CLAIMS FOR DAMAGE OR LOSS, EITHER DIRECT, INDIRECT OR CONSEQUENTIAL, WHATEVER THE CAUSE THEREOF, ARE EXPRESSLY EXCLUDED FROM THE WARRANTY. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE.

Commencement Date – The commencement date shall be the date of the Product's manufacture or - if such date does not appear on the product—the date upon which the Product was purchased from the Manufacturer.

DISCLAIMER – THE MANNER IN WHICH YOU USE AND THE PURPOSE TO WHICH YOU ASSISTANCE, AND INFORMATION (WHETHER VERBAL, WRITTEN OR BY WAY OF PRODUCTION EVALUATIONS), INCLUDING ANY SUGGESTED FORMULATIONS AND RECOMMENDATIONS ARE BEYOND OUR CONTROL. THEREFORE, IT IS IMPERATIVE THAT YOU TEST OUR PRODUCTS, TECHNICAL ASSISTANCE, AND INFORMATION TO DETERMINE TO YOUR OWN SATISFACTION WHETHER THEY ARE SUITABLE FOR YOUR INTENDED USES AND APPLICATIONS. THIS APPLICATION-SPECIFIC ANALYSIS MUST AT LEAST INCLUDE TESTING TO DETERMINE SUITABILITY FROM A TECHNICAL AS WELL AS HEALTH, SAFETY, AND ENVIRONMENTAL STANDPOINT. SUCH TESTING HAS NOT NECESSARILY BEEN DONE BY US. UNLESS WE OTHERWISE AGREE IN WRITING, ALL PRODUCTS ARE SOLD STRICTLY PURSUANT TO THE TERMS OF OUR STANDARD CONDITIONS OF SALE. ALL INFORMATION AND TECHNICAL ASSISTANCE IS GIVEN WITHOUT WARRANTY OR GUARANTEE AND IS SUBJECT TO CHANGE WITHOUT NOTICE. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT YOU ASSUME AND HEREBY EXPRESSLY RELEASE US FROM ALL LIABILITY, IN TORT, CONTRACT OR OTHERWISE, INCURRED IN CONNECTION WITH THE USE OF OUR PRODUCTS, TECHNICAL ASSISTANCE, AND INFORMATION. ANY STATEMENT OR RECOMMENDATION NOT CONTAINED HEREIN IS UNAUTHORIZED AND SHALL NOT BIND US. NOTHING HEREIN SHALL BE CONSTRUED AS A RECOMMENDATION TO USE ANY PRODUCT IN CONFLICT WITH PATENTS COVERING ANY MATERIAL OR ITS USE. NO LICENSE IS IMPLIED OR IN FACT GRANTED UNDER THE CLAIMS OF ANY PATENT.

Limitations – This warranty shall be valid only if the product is handled, stored, cleaned, installed and maintained in accordance with Manufacturer's written instructions.

Claims and Notifications – Every warranty claim must be notified in writing to the Manufacturer within the warranty period and immediately after occurrence of decrease or breakage, enclosing the original sales receipt and this warranty; The claimant must allow the Manufacturer to inspect any or all of the sheets involved and the installation site itself while the sheets are still in their original position and have not been removed or moved or altered in any way and/or return the sheets to the Manufacturer for testing. The Manufacturer reserves the right to investigate independently the cause of any failure.

Compensation – If a claim under this limited warranty is justified, the Manufacturer will provide the purchaser with free substitute product or, at its exclusive discretion refund the original purchase price paid to the Manufacturer, or a portion thereof, in accordance with the following schedule; In the event the Manufacturer is duly notified of decrease or breakage within 3 (Three) years of the commencement date, and a claim upon such decrease or breakage is properly made and approved, the Manufacturer will provide free substitute product or, at its exclusive option, refund the original purchase price.



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